

## Circuit Court Proceedings

Circuit Court adjourned last Saturday and following is the disposition made of cases not heretofore reported:

L. Coleman vs. I. Miller, appeal from J. P.; motions for new trial and in arrest of judgment heard and overruled.

John Downs vs. John Bay, replevin of dog; trial by jury and verdict for defendant.

Wm. L. Lindsay vs. Lead Belt Railway Co., damages; continued by consent to next term.

Estate of Alex. Danage vs. Federal Lead Co.; damages; judgment by agreement for plaintiff for \$500, and plaintiff acknowledges satisfaction in open court.

Fred I. Tetley vs. James Long et al., ejectment; dismissed at cost of plaintiff.

State vs. Edward Ross, carrying concealed weapons; execution of judgment stayed until November term.

Toledo Computing Co. vs. S. E. Aubuchon, replevin; trial by jury and verdict in favor of defendant Aubuchon; plaintiff filed motions for new trial and in arrest of judgment, which were overruled; plaintiff takes appeal.

State vs. James McCarver, assault with intent to kill; defendant furnishes bond for \$500 for his appearance at November term.

State vs. John Sell, carrying concealed weapons, plea of guilty and fine of \$100 and costs; also six months in jail, parole on jail sentence for two years, bond fixed at \$500.

City of Farmington vs. E. C. McCormick, special tax; submitted to court upon matters of law.

Marie Swearingen vs. Sophia Schneider, partition; decree of partition granted and property ordered sold for cash.

Martha S. Hood vs. Catherine Buckner et al., partition; motion to dismiss amended petition overruled; cause continued by agreement to next term.

Joseph Stretesky vs. J. G. Moon, mechanic's lien; judgment for plaintiff for \$822, and execution ordered stayed until October 16, and lien ordered satisfied.

St. Francois County Bank vs. J. P. Estes and J. W. Barnes, note; judgment for plaintiff for \$570, which includes attorney's fee.

Louis Ringer et al. vs. Emma Scott et al., title; plaintiffs file proof of publication, cause tried and decree of partition and sale ordered or cash.

Charles Merzhimer vs. Doe Run Lead Co., appeal from J. P.; motion of Francis L. Turpin to be made party to said suit overruled by the court; cause continued to next term at cost of defendant.

Joseph Dalton and Julia E. Dalton vs. St. Louis Smelting and Refining Co., damages; trial by jury and verdict for plaintiffs for \$1,500; motions for new trial and arrest of judgment heard and overruled; defendant takes appeal.

Frank Byington vs. F. K. Silsby, appeal from J. P.; continued to next term.

H. D. Evans and George D. DeBucumane filed bonds as treasurer and secretary respectively of the Bonne Terre Building and Loan Association.

W. M. Dalton vs. St. L. I. M. & S. Ry., damages; trial by jury and verdict for plaintiff for \$100.75.

On petition of E. L. Keith, T. Steward and others the decree of incorporation of the First Presbyterian Church of the Lead Belt is set aside, annulled and vacated for the reason that same is in conflict with the constitution of Missouri. Then J. L. Goff and others filed petition pro forma for incorporation of First Presbyterian Church of Desloge, and F. L. Keith and others filed petition pro forma for incorporation of First Presbyterian Church of the Lead Belt.

State vs. Chester Proffitt, grand larceny; plea of guilty and sentenced to two years in the penitentiary.

State vs. Clarence Marler, carrying concealed weapons; plea of not guilty and bond fixed at \$500.

Wm. Dalton vs. St. L. I. M. & S. Ry., damages; motions for new trial and arrest of judgment overruled.

J. C. Crow vs. St. L. I. M. & S. Ry., damages; continued by consent to next term.

Dock Mackley vs. St. L. I. M. & S. Ry., damages; continued by consent to next term.

Dock Mackley vs. St. L. I. M. & S. Ry., damages; continued by agreement with a view of settlement.

State vs. George C. Simms, carnal knowledge; cause continued to next term, and defendant placed under bond for his appearance.

State ex rel G. G. Stevens vs. W. B. Valle, quo warranto; judgment for relator G. G. Stevens.

City of Farmington vs. E. C. McCormick, special tax bill; cause heretofore entered is withdrawn and plaintiff files affidavit for change of

venue, which is granted and sent to Judge E. M. Dearing.

International Text Book Co. vs. Thomas Halbrook, contract; plaintiff files affidavit for appeal in St. Louis Court of Appeals which was granted.

State vs. Charles Aubuchon, assault with intent to kill; duly sentenced to two years and 9 months in the penitentiary.

State vs. Roy Larkin and Harris; time heretofore set for filing bill of exceptions extended to Nov. 20 for reason that the stenographer is unable to furnish transcript of evidence.

State vs. Clarence Marler, carrying concealed weapons; withdrawal of plea of not guilty; enters plea of guilty and is sentenced to two years in the penitentiary.

State ex rel G. G. Stevens vs. Wm. B. Valle, quo warranto; defendant's motion for new trial and arrest of judgment overruled, and defendant appeals to Supreme Court.

State vs. Emmet Barnes, murder; bond in the sum of \$1,000 given for his appearance at November term.

Estate of Thomas Williams vs. Estate of Wm. E. Young, settlement; final settlement of defendant approved, and plaintiff files motions for new trial and in arrest of judgment, which are overruled; defendant then files affidavit for appeal to the St. Louis Court of Appeals which is granted.

Samuel Sparks vs. Laura Sparks, partition; Referee F. M. Carter files report, and defendant files motion to dismiss report of referee.

Watts McF. Smith vs. Emma B. Smith, partition; report of commissioners approved.

Viola Hayden vs. W. J. Hayden, divorce; tried and submitted.

Messie Kirk vs. Charles Kirk, divorce; tried and submitted.

Raymond A. Stewart vs. Ada Stewart, divorce; tried and submitted.

Sarah J. Thurman vs. C. M. Thurman, divorce; tried and submitted.

Corra Lincoln vs. Ira Lincoln, divorce; continued on account of illness of plaintiff.

Lizzie Delmore vs. John Delmore, divorce; decree of divorce on payment of costs.

Maud Ramsey vs. J. Robert Ramsey, divorce; continued.

Frances Northcutt vs. Thomas Northcutt, divorce; continued on application of plaintiff.

James W. Gulton vs. Rosa Gulton, divorce; dismissed at cost of plaintiff.

Wm. Ketto vs. Mary Ketto, divorce; tried and submitted.

Mary Fleming vs. Pleasant C. Fleming, divorce; tried and submitted.

Anna Shults vs. Benj. Shult, divorce; tried and submitted.

Relics of Long Ago.

The old "Boatyard Farm," owned by Judge Thos. Higginbotham of Fertile, is probably the most historic of any farm along beautiful Big River. Ownership of this place is verified as far back as 1774 when one Pierce, a Spaniard, sold it to the Higginbotham family, in whose possession it has remained ever since. That this place was inhabited thousands of years ago is proven by evidences undisputed. Last week Mr. Higginbotham brought into DeSoto three pieces of stone which he had dug from the rock near the entrance of a large cave in the bluffs along Big River, on Boatyard Farm. The largest contains the imprint of a crane or bird of similar build. The two others have the impressions of human feet imbedded therein—one measures 11 inches in length and 5 inches at wide part of foot, the other is 12 inches long, 6 inches wide. How many years is required for a transformation from soft earth to rock of a flinty nature, we leave for you to figure out.

The owner of the largest foot had but four toes. The first thought that comes to one is, "How did he lose that toe?" Perhaps in a fierce battle with a warring tribe; maybe a fight for the love of a woman, or a hand-to-hand encounter with a ferocious wild animal. Still, it might have been a way his "old woman" had of marking him to keep tab on his movements.

This cave in question is one of the beauty spots of Missouri and is known to but few of our people. Its first inhabitant was the caveman, undoubtedly, whose foot prints are imbedded all about in the rock. It was here that Sam Hilderbrand had his rendezvous during the civil war, and Uncle Charley Waldron of DeSoto admits hiding for "quite a spell" in this same spot while the Yankees operated in this section.

Judge Higginbotham has quite a number of articles that belonged to Helderbrand—his saddle pockets, dog-irons, demijohn, candlestick, kettle, etc., which, with other relics, he expects to have on exhibition at the DeSoto Fair.—DeSoto Press.

See Prof. Tubbs and his twelve trained horses in thrilling and exciting chariot, relay, hurdle races, etc. Daring lady bare-back rider, riding two horses against two guideless horses, etc.

## RESOLUTION NO. 4

Be it resolved by the Board of Aldermen of the City of Farmington, State of Missouri, as follows:

That the Board of Aldermen of the City of Farmington deem and hereby declare it necessary and for the best interests of the inhabitants of this City that the south side and the north side of Columbia Street, between Washington Street and Henry Street, all situate in the City of Farmington, Missouri, be improved by placing in the herein designated portions of said street a combination granitoid curb and gutter.

The south curb of Columbia Street shall be placed as follows, viz: The stone curb at the north front of Lot No. 22 shall be removed. Then at the intersection of the south line of Columbia Street with the east line of Washington Street the curb face will be 8.95 feet north of the northwest corner of the building on said Lot No. 22; and the curb will be on the same grade as the walk at this point if extended to the curb line. At a point 100 feet east of the corner of the walk at the northwest corner of Lot No. 22, the curb will be 3.90 above the walk. At the intersection of the south line of Columbia Street with the west line of Jackson Street, the curb face will be 9.42 feet north of the northeast corner of Lot No. 24; and the curb will be on the same grade as the walk at this point if extended to the curb line. At the intersection of the south line of Columbia Street with the east line of Jackson Street the curb face will be 1.80 feet from the side walk and the curb will be on the same grade as the walk at this point if extended to the curb line. At the intersection of the south line of Columbia Street with the west line of Henry Street the curb face will be 10.07 feet north of the northeast corner of Lot No. 27; and the curb will be on the same grade as the walk at this point if extended to the curb line.

The north curb of Columbia Street will be 43.5 feet north of the south curb and shall be placed as follows, viz:

At the intersection of the north line of Columbia Street with the east line of Washington Street, the curb face will be 1.27 feet south of the walk, and the grade of the curb will be 2.0 feet below walk at this point. At a point 75 feet east of the corner of the walk at the southwest corner of Lot No. 19, the curb will be 1.20 feet below the walk, at a point 100 feet east of the corner the curb will be .40 feet below the walk; at a point 150 feet east of the corner the curb will be .25 feet above the walk; and at the intersection of the north line of Columbia Street with the west line of Jackson Street the curb will be at the same grade as the corner of the walk extended to the curb line.

At the intersection of the north line of Columbia Street with the east line of Jackson Street the curb will be at the same grade as the corner of the walk extended to the curb line; and at the intersection of the south line of Columbia Street with the west line of Henry Street the curb will be .67 feet below the corner of the walk.

At street corners the curb shall be curved with a radius of 3 feet, so that the face of curb will meet the corner of the walk, unless otherwise directed by the engineer.

The said combination granitoid curb and gutter shall be constructed of crushed granite and Portland cement in the proportions and in the form, shape and manner shown by the plans and specifications hereof prepared by Thos. H. Holman, City Engineer of the City of Farmington, now on file in the office of the City Clerk of the City of Farmington, and which said plans and specifications are hereby adopted by the Board of Aldermen of the City of Farmington as the plans and specifications for such improvements; said curbing and gutter to be placed in the location described by said plans and specifications; and the grade of such improvements, as shown by said plans and specifications, is hereby approved as being in conformity with Ordinances Nos. 41, 108, 109, and 145 of the City of Farmington, establishing the grade of said streets.

Be it further resolved that the cost of such improvement shall be levied and collected as a special assessment upon the property liable therefor. Be it further resolved that this resolution be published for two consecutive weeks in some newspaper published in the City of Farmington, Mo., so that all owners of property affected by such improvement shall have due notice thereof.

Read three times and adopted by the Board of Aldermen of the City of Farmington, Missouri, this 19th day of August, 1912.

Approved Aug. 19th, 1912.

GEORGE M. WILSON,

Mayor.

S. L. ASBURY,

Clerk.

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## Trustee's Sale.

Whereas Lavan C. Hawn and Mary A. Hawn, his wife, by their certain deed of trust dated the 8th day of October, 1908, and recorded in the Recorder's office of St. Francois county, Missouri, in book No. 54, at page 187, conveyed to the undersigned trustee the following described real estate, situate, lying and being in the County of St. Francois and State of Missouri, to-wit:

All of the west half of lot No. 1 (one) of the northeast quarter of section three (3), township thirty-five (35) north, range six east, containing forty acres.

Which said conveyance was made in trust to secure the payment of a certain promissory note in said deed of trust described; and whereas, by the terms of said deed of trust said note is past due and remains unpaid, now, therefore, in conformity with the provisions of said deed of trust and at the request of the legal holder of said note, I, the undersigned trustee, will on

Saturday, September 21, 1912,

at the south front door of the Court House in the City of Farmington, in St. Francois County, in the State of Missouri, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day, sell at public auction to the highest bidder for cash the foregoing described real estate to satisfy said note and the cost of executing this trust.

August 29, 1912. J. S. CLAY, Trustee.

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